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MASS. DEPT. OF
TELECOMMUNICATIONS & CABLE

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September 4, 2014

BY HAND

Catrice C. Williams, Secretary
Dept. of Telecommunications and Cable
1000 Washington Street, 8th Fl., Suite 820
Boston MA 02118-6500

Re: Comcast of Massachusetts III, Inc. v. Peabody Municipal Light
Plant and Peabody Municipal Lighting Commission, 14-2

Dear Ms. Williams:

Enclosed please find for filing Comcast's First Set of Information Requests to
Peabody Municipal Light Plant and Peabody Municipal Lighting Commission.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in dark ink, appearing to read "Kevin Conroy".

Kevin Conroy

Enclosure

cc: 14-2 Service List

**COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF TELECOMMUNICATIONS AND CABLE**

Comcast of Massachusetts III, Inc.

Complainant,

v.

D.T.C. 14-2

Peabody Municipal Light Plant and Peabody
Municipal Lighting Commission

Respondents.

**COMCAST'S FIRST SET OF INFORMATION REQUESTS TO PEABODY
MUNICIPAL LIGHT PLANT AND PEABODY MUNICIPAL LIGHTING
COMMISSION**

Pursuant to 220 CMR §§. 1.06 and 45.06(1), Comcast of Massachusetts III, Inc. ("Comcast") hereby submits its First Set of Information Requests to Peabody Municipal Light Plant and Peabody Municipal Lighting Commission (collectively, "PMLP"). In responding to these data requests, the definitions and instructions provided below shall apply.

DEFINITIONS AND INSTRUCTIONS

A. Definitions.

As used herein:

1. "Agreement" or "Pole Agreement" refers to the Aerial License Agreement between Comcast and PMLP submitted as Exhibit 3 to Comcast's Pole Attachment Rate Complaint filed in this proceeding.
2. "Identify" or "identity" when used in connection with (a) a natural person means to state the person's name, employer, and business address; (b) a corporation or other business entity means to state the name of the entity, "d/b/a" designation if any, address of its principal place of business and principal place of business in Massachusetts; (c) a document means to provide the identities of the author(s) and addressee(s), date, and a description of its contents; and (d) a communication means to provide the identities of the participants, date, and a description of its contents.

3. "Documents" means any written, printed, typed or visually reproduced material of any kind, whether or not privileged, and includes but is not limited to the original and all copies of any and all letters, reports, memoranda, electronic mail or email, files, communications, correspondence, agreements, bills, receipts, studies, analyses, telegrams, telexes, minutes, bulletins, instructions, literature, memoranda of conversations, notes, notebooks, diaries, data sheets, financial statements, work sheets, work papers, recordings, tapes, drawings, graphs, indexes, charts, telephone records, photographs, phonographic records, computer files, other data compilation, or any other written, recorded, transcribed, punched, taped, filed or other graphic matter including any draft of the foregoing items and any copy or reproduction of any of the foregoing items upon which any notation, work, figure, or form is recorded or has been made which does not appear on the original or as to whose existence, either past or present, the responding party has any knowledge or information.

4. "Comcast" means Comcast of Massachusetts III, Inc., a franchised cable operator authorized to construct lines across the public right-of-way in Massachusetts and a licensee under G.L. c. 166, § 25A, and any predecessor in interest that in the past or currently has attached its facilities to any PMLP poles.

5. "PMLP Phase I Order" means *Comcast of Massachusetts III, Inc. v. Peabody Municipal Light Plant and Peabody Municipal Lighting Commission*, DTC No. 14-2 (September 3, 2014)

6. "DPU" means the Massachusetts Department of Public Utilities.

7. "DTC" means the Massachusetts Department of Telecommunications and Cable.

8. "DTE" means the Massachusetts Department of Telecommunications and Energy.

9. "Massachusetts Formula" means the formula for calculating pole attachment rental rates set forth in in *Cablevision of Boston Co., et al. v. Boston Edison Co.*, 1998 WL 35235111 (Apr. 15, 1998); *A-R Cable Services, Inc., et al. v. Massachusetts Electric Co.*, D.T.E. 98-52 (Nov. 6, 1998); and applicable to PMLP and all municipal light plants in Massachusetts pursuant to *Comcast of Massachusetts III, Inc. v. Peabody Municipal Light Plant and Peabody Municipal Lighting Commission*, DTC No. 14-2 (September 3, 2014).

10. "NESC" means the National Electric Safety Code in effect and as amended.

11. "PMLP" means Respondents Peabody Municipal Light Plant, a municipal lighting plant providing electric service within the City of Peabody, Massachusetts, and a portion of the Town of Lynnfield, Massachusetts, and/or the Peabody Municipal Lighting Commission, the elected board of commissioners that governs the Peabody Municipal Light Plant.

12. "Pole" means any utility pole solely, jointly, or partially owned by PMLP, or controlled by PMLP, to which attachments are or may be affixed.

13. "Provide complete and detailed documentation" means to provide all data, assumptions and calculations relied upon. Provide the source of and basis for all data and assumptions employed. Include all studies, reports and planning documents from which data, estimates or assumptions were drawn and support for how the data or assumptions were used in developing the projections or estimates.

14. "Relating to," "relates to," "referring to," and "refers to" mean, without limitation, relating to, concerning, constituting, mentioning, referring to, describing, summarizing, evidencing, listing, relevant to, demonstrating, tending to prove or disprove, or explain.

15. "Section 25A" means G.L. c. 166, § 25A

16. "You" or "Your" means PMLP.

B. Instructions.

1. The responses and any objections to these Information Requests should be served in accordance with the *PMLP Phase I Order* issued on September 3, 2014, and any applicable procedural order.

2. Unless otherwise stated, each request should be answered in writing on a separate three-hole punch page including: the case docket number; a reference to the request number; the name of the person responsible for the answer; and a recitation of the request.

3. Do not wait for all answers to be completed or objections to be resolved before supplying answers to these Information Request that are not objected to. Because of the tight procedural schedule please provide answers as soon as they are completed.

4. If you feel that any data request is ambiguous, please notify counsel for Comcast so that the request may be clarified prior to the submission of an objection or written response.

5. If any part of a document is responsive to any request, the whole document is to be produced.

6. Any document that differs in any way from another document, including by means of marginal notes, handwritten notes, underlining, date stamps, received stamps, endorsed or filed stamps, drafts, revisions, modifications and other versions of a final document is a separate and distinct document and must be produced.

7. If you are unable to produce a document in response to any request, so state, and indicate whether the document ever existed, or whether the document once existed but cannot be located. If any document once was, but is no longer in your possession, custody or control, state the whereabouts of any such document when last in your possession, custody or control, state the date and manner of its disposition and identify its last known custodian. To the extent any

documents are lost or destroyed, produce any documents which support your assertion that the document was lost or destroyed, and provide the date thereof.

8. To the extent you claim any document, communication, or information described herein is privileged or otherwise exempt from disclosure, or to the extent that you object to the production of any of the documents, please identify each and every document to which any claim of privilege or objection to production is asserted by identifying the document, communication, or other information and for each such document, communication, or information state the nature and basis for each claim of privilege or exemption, or objection.

9. An objection to any portion of a request does not negate the obligation to respond to all remaining portions.

10. Electronically-stored information should be produced in the organizational categories and formats ordinarily used in your business.

11. The connectives "and" and "or" mean either disjunctively or conjunctively as necessary to bring within the scope of the discovery request all responses that might otherwise be construed to be outside of its scope.

12. The use of one gender includes all others, appropriate in the context.

13. As used in these requests, the singular shall also be treated as plural and vice-versa.

14. These information requests are continuing in nature and, thus, you are under a continuing duty to promptly supplement, correct or revise any response provided when the passage of time or change of circumstances would require a response to be supplemented, corrected or revised.

INFORMATION REQUESTS

CST I-1. Please state the number of poles:

(A) Solely owned by PMLP.

- a. For all such poles solely owned by PMLP, please indicate the number of such poles that host Comcast attachments and the number of such attachments thereon.
- b. For all such poles solely owned by PMLP that are subject to a joint use agreement with another entity that owns poles to which PMLP is attached, please indicate the number of such poles and the other pole owner.

- c. Of the solely owned poles subject to a joint use agreement with another entity identified above in (b), state the number of poles to which Comcast is attached and the number of such attachments thereon.

(B) Jointly owned by PMLP.

- a. For all jointly owned poles, indicate the fractional ownership interest of PMLP as a percentage (e.g., 1,000 poles, 50% interest) and identify any other owner and its ownership percentage.
- b. Identify the number of jointly owned poles on which Comcast has attachments identifying PMLP's ownership percentage of such poles (500 poles, 55%, 200 poles, 50%) and the number of Comcast attachments thereon.

(C) For all poles identified in each of (A) and (B) above, including subparts, please identify and produce all continuing property records that refer or relate to such poles.

(D) For all poles identified in each of (A) and (B) above, including subparts, please identify the age, class, and height for each pole.

(E) For all poles identified in each of (A) and (B) above please identify the number of poles in each category on which any attacher other than PMLP or Comcast has its facilities attached, including the identity of each such attacher, the number of attachments that each other attacher has on such poles.

(F) For all attachers identified in (E) above please identify and produce invoices for pole attachment rental including the annual pole rental charged to such attacher for the years 2012-2014.

CST I-2. Please state the number of poles that correspond to the investment figure in Account 364 included in your Annual Report, page 8B, line 6, submitted to the DPU for years 2012 and 2013 and identify and explain the manner in which the number of poles that are included in or encompassed by Account 364 was determined.

CST I-3. Please identify and explain the manner in which PMLP calculated the number of attachments and/or poles that PMLP used for purposes of invoicing Comcast for pole rent in each of the years 2012, 2013 and 2014.

CST I-4. Please itemize separately PMLP's gross investment in appurtenances (e.g. cross-arms, transformer mounts, pole-top pins, and other non-pole related items)

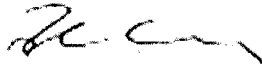
recorded in Account 364 and provide the percentage that such appurtenances in the aggregate are of Account 364 investment. Please identify and provide documents (including, but not limited to continuing property records) verifying the amount of gross investment for all appurtenances.

- CST I-5. Please state the amount of accumulated depreciation for PMLP's gross pole line investment for each of the years 2012 and 2013, and describe the manner in which such accumulated depreciation was calculated, and include any ledgers or other documents explaining or supporting such calculations.
- CST I-6. Please identify the manner and method PMLP calculated the amount of depreciation expense entered on p. 17, line 6(d) of your Annual Reports to the DPU for the years 2012 and 2013, and include the numerical calculation, and any ledgers or other documents explaining or supporting such calculation.
- CST I-7. Please state the amount of usable space PMLP's facilities occupy on average for each of the categories of poles identified in response to CST I-1(A) and (B) above, and provide the facts and circumstances supporting that figure.
- CST I-8. Do you agree with the rebuttable presumption in the Massachusetts Formula that usable space available on PMLP's solely owned and jointly owned poles is 13.5 feet? If not, please identify all facts, circumstances, and documents supporting your disagreement for each of your solely owned and jointly owned poles.
- CST I-9. Do you agree that the minimum attachment height is the lowest permissible point of attachment of a wire or cable on a pole that will result in compliance with any applicable law, regulation, or electrical safety code? If not, please identify all facts and circumstances supporting your disagreement.
- CST I-10. Do you agree that the minimum vertical clearance for communications conductors is 15.5 feet along roads and other areas subject to truck traffic and may be reduced to as little as 9.5 feet along spaces and ways subject to pedestrian traffic only? If not, please identify all facts and circumstances supporting your disagreement.
- CST I-11. Do you agree that the NESC allows for attachments of communications conductors at 18 feet above the ground, allowing for 2.5 feet of sag? If not, please identify all facts and circumstances supporting your disagreement.
- CST I-12. Do you agree with the presumption embodied in the Massachusetts Formula that each attachment by a communications provider occupies one foot of pole space? If not, please identify all facts and circumstances supporting your disagreement.
- CST I-13. Do you agree that the NESC defines the "Communication Worker Safety Zone" or "Safety Space" to be the 40 inch space between the power supply space, or lowest power supply attachment, and the communications space, or highest communications attachment? If not, please identify all facts and circumstances supporting your disagreement.

- CST I-14. Do you agree that Safety Space set forth above in CST I-13 is usable space? If not, please identify all facts and circumstances supporting your disagreement.
- CST I-15. Do you agree that under the NESC the following may be installed in whole or in part in the Safety Space set forth above in CST I-13: transformers, equipment cases, span wires, drip loops, certain neutral lines, fiber optic supply lines, luminaire brackets, other grounded outdoor lights and brackets, and traffic signal brackets? If not, please identify all facts and circumstances supporting your disagreement with each including any citation to the NESC.
- CST I-16. Please state whether there are any communications facilities, transformers, equipment cases, span wires, drip loops, neutral lines, fiber optic supply lines, street lights, luminaire brackets, other grounded outdoor lights and brackets, or traffic signal brackets installed in the Safety Space set forth above in CST I-13 on any of the poles identified in response to CST I-1(A) and (B). If so, please identify by number and type.
- CST I-17. What percentage of annual PMLP electric service revenue was the pole attachment rent paid by all third party attachers on PMLP poles for each of 2012 and 2013? Please provide the supporting calculations and identify the source of each figure used in that calculation.
- CST I-18. Please state on a cents-per-kilowatt hour basis, and per-subscriber-average-bill basis, the impact of using the Massachusetts Formula rate as set forth in Exhibit 13 to Comcast's Pole Attachment Rate Complaint filed March 19, 2014, in this proceeding. Please provide your calculations and any supporting documentation.
- CST I-19. Please state whether PMLP agrees that the space allocation factor of 7.41% (using the rebuttable presumption values) in the Massachusetts Formula is applied to the annual costs associated with the entire pole (including the unusable space and the Safety Space set forth above in CST I-13). If not, please state the basis for PMLP's disagreement with this statement.
- CST I-20. Please provide the interest rate associated with the \$64,705,000 tax-exempt revenue bonds ("Bonds") issued by Berkshire Wind Power Cooperative Corporation ("BWPCC") in connection with BWPCC's financing the purchase of wind turbines and construction activities for the Berkshire Wind Power Project, and the basis for such a rate as applied to PMLP and its proportionate share of the debt service over the 20-year life of such Bonds.
- CST I-21. Does PMLP agree that the Bond Buyers 25 Revenue Bond index, or similar bond index for municipalities, would be representative of a revenue bond interest rate for PMLP should they need to issue a revenue bond in connection with the provision of electric service? If not, please explain with specificity why that index would not be representative and what interest rate PMLP believes would be representative along with the facts and circumstances supporting that interest rate.

- CST I-22. Please identify, on an annual basis, the total dollar amount of make-ready charges, including invoices, paid by:
- (A) Comcast to PMLP over the past five years; and
 - (B) Each third-party attacher and incumbent ILEC to PMLP over the past five years.
- CST I-23. Please state whether PMLP agrees that it is permitted to recover from pole attachers in the form of directly reimbursed make-ready charges the costs of installing a taller pole or modifying an existing pole where necessary to accommodate attachment of facilities by such attacher. If this answer is anything other than an unqualified yes, please provide a citation to any such rule or policy that PMLP believes supports this position.
- CST I-24. Please state whether PMLP routinely charges third party attachers, including Comcast, for the cost of a pole replacement or modifying an existing pole where necessary to accommodate a new attachment. If not, please provide any documents that demonstrate that PMLP absorbs pole replacement costs when performed to accommodate third party attachers, including specifically with respect to Comcast.
- CST I-25. Please state whether it is PMLP's practice to assume title to poles that are replaced and paid for by third party attachers in the make-ready process.
- CST I-26. Please confirm whether it is PMLP's practice to charge rent to a third party attacher for a pole that the third party attacher has replaced and paid for as part of the make-ready process.

Respectfully submitted,



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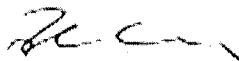
E-Mail: jimtomlinson@dwt.com

Attorneys for Comcast of Massachusetts III, Inc.

Dated: September 4, 2014

CERTIFICATE OF SERVICE

I hereby certify that on September 4, 2014, I served the foregoing document by personal delivery and first-class U.S. Mail to the attached Service List in accordance with the requirements of 220 CMR 1.05.



Kevin Conroy